

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director / (954) 797-1101  
Prepared by Deborah Ross, AICP, Planning Supervisor

**SUBJECT:** Resolution –Interlocal Agreement for Public School Facility Planning

**AFFECTED DISTRICT:** Townwide

### **TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA: AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND THE TOWN OF DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

### **REPORT IN BRIEF:**

Please be advised that the Broward County School Board at their April 1, 2003 meeting approved the Interlocal Agreement for Public School Facility Planning with two changes. The first change regards the membership of the Site Review Committee and the identification as the floating member from “one” to “at least” one in Section 5.2, Article V School Site Selection, Significant Renovations, and Potential School Closures of the Agreement. The second change regards 10.2 of Article X Oversight Process and outlines the process for identifying the five appointed municipal members. The process to be used is one that is deemed mutually agreeable and appropriate by those municipalities that are a party to the Agreement.

As noted in staff’s previous report, Senate Bill 1906 signed into law on May 31, 2002, requires the Town and School Board to enter into an Interlocal Agreement that addresses school siting, enrollment forecasting, school capacity, infrastructure, sharing of school board and local government facilities, dispute resolution and oversight by adopting parallel requirements of both Chapter 163 Part II, and Chapter 1013, Florida Statutes. The Interlocal Agreement must be reviewed and approved by the Department of Community Affairs with the assistance of the Department of Education. Failure to enter in the Interlocal Agreement by May 1, 2003, subjects the Town and School Board to financial sanctions.

The Interlocal Agreement is structured into 12 Articles which mirror the requirements of the Senate Bill as mentioned above and in addition is tailored to Broward County and its unique land use planning process. The Interlocal Agreement contains requirements that must be met by the School Board, County, and/or Town. Of the 12 Articles, the major Articles which impact the Town include, Article II Joint Meetings, Article III Student Enrollment and Population Projection, Article IV Coordinating and Sharing of Information, Article V School Site Selection, Significant Renovations, and Potential School Closures, and Article VII Local

Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals. A brief synopsis of these Articles is provided below.

A key component of Article II Joint Meetings is the staff working group which will meet at least annually to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends and school needs. The staff working group is comprised of representatives of the School Board, the County and Municipalities. It is noted that representative from the Regional Planning Council (RPC) will also be notified and invited to attend these meetings.

The student population projections used in Article III Student Enrollment and Population Projection is based on current practice and requirements of Florida Statutes but it is noted that the staff working group as referenced in Article II has the ability to revise the countywide five-year population and student enrollment projections at their annual meeting. In regard to the requirements of Article IV Coordinating and Sharing of Information, staff notes the growth and development trends required by this section is information that the Town currently submits to the County.

Pursuant to Article VII Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals a School Board representative shall be a member of the local planning agency that reviews rezoning and comprehensive plan amendments applications that would, if approved, increase residential density. Please note that the Town at its discretion may grant voting status to the School Board representative.

**PREVIOUS ACTIONS:** Town Council Meeting April 2, 2003

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the item complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Resolution, Interlocal Agreement for Public School Facility Planning

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA: AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND THE TOWN OF DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 1013.33 Florida Statutes, requires that the location of public educational facilities be reviewed for consistency with the comprehensive plan and implementing land development regulations; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school board, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.3177 and 1013.33 Florida Statutes, further require each local government to enter into an Interlocal Agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board are to be coordinated; and

WHEREAS, the School Board and the Town of Davie enter into this Agreement in fulfillment of the statutory requirement and in recognition of the benefits accruing our citizens and students.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter an Agreement, attached hereto as Exhibit "A", between The School Board of Broward County, a political subdivision of the State of Florida and the Town of Davie.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003

**INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING  
BROWARD COUNTY, FLORIDA**

This agreement (hereinafter referred to as "Agreement") is entered into between The School Board of Broward County, Florida (hereinafter referred to as "School Board"), Broward County, a political subdivision of the State of Florida (hereinafter referred to as "County"); the City Commission or Town Council of the Cities or Towns of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Fort Lauderdale, Hallandale Beach, Hollywood, Lauderdale Lakes, Lauderhill, Lazy Lake, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston and Wilton Manors (hereinafter referred to collectively as "Municipalities").

**RECITALS**

WHEREAS, the School Board, the County and Municipalities recognize their mutual interest for the education, nurture and general well-being of the children within their community; and

WHEREAS, the School Board, the County and the Municipalities recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board and local governments by siting schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating as feasible the construction of new and expanded schools with the road and sidewalk construction programs of the local governments and requiring new or redevelopment projects containing residential developments to construct sidewalks linking the development to school(s) located within a reasonable distance from the development, (4) as feasible, locating and designing schools to serve as community focal points, (5) encouraging developers of new or redevelopment projects containing residential units to build pedestrian friendly developments that will link their projects to schools located within a reasonable distance from the development, and (6) to enable greater efficiency and convenience by collocating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities; and

WHEREAS, Section 1013.33 Florida Statutes, requires that the location of public educational facilities be reviewed for consistency with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 and 1013.33 Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the Broward County Charter grants county-wide authority regarding land use plan amendments, plats and certain growth management issues to the Broward County Commission and the Commission has authority over other growth management issues in the unincorporated areas of the county; and

WHEREAS, the Municipalities have certain authority regarding local land use plan amendments, rezoning and other growth management issues within their jurisdictional boundaries; and

WHEREAS, the School Board has the responsibility to provide school facilities to insure a free and adequate public education to the residents of Broward County; and

WHEREAS, the School Board, the County, and the Municipalities enter into this Agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency is hereby acknowledged the parties mutually agree that the following procedures will be followed in coordinating land use and public school facilities planning:

## **ARTICLE I RECITALS**

- 1.1 The above recitals are true and correct and are hereby incorporated as a part of this Agreement.

## **ARTICLE II JOINT MEETINGS**

- 2.1 A staff working group comprised of representatives from the School Board, the County and the Municipalities (hereinafter referred to as "Staff Working Group") will at least annually meet to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, ancillary infrastructure improvements needed to support the schools and safe student access. The School Board of Broward County Superintendent of Schools, or his designee (hereinafter referred to as "Superintendent") will appoint appropriate staff to attend and participate in the Staff Working Group meetings. The School Board staff shall coordinate and be responsible for scheduling such meeting(s) and providing notification with at least 30 days advance written notice to the appropriate members. Representative(s) from the South Florida Regional Planning Council will also be notified and invited to attend. The joint workshop sessions will also be opportunities for the County, the Municipalities and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding school facilities planning and off site improvements. A written summary report will be issued by the Staff Working Group. The initial meeting of the Staff Working Group shall be held within 60 days from the effective date of this Agreement, upon at least 30 days written advance notice.

## **ARTICLE III**

### **STUDENT ENROLLMENT AND POPULATION PROJECTIONS**

- 3.1 In fulfillment of their respective planning duties, the School Board, the County and the Municipalities agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually and provided in the subsequent calendar year at the staff working group meeting described in Subsection 2.1.
- 3.2 The Superintendent shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136 Florida Statutes, where available, as modified by the Superintendent based on development data coordinated with the local governments. The Superintendent may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the Superintendent will coordinate with the County and Municipalities regarding development trends and future population projections.

- 3.3 The County will continue to provide population projections that will be utilized to verify the geographic distribution of School Board student projections countywide.

## ARTICLE IV

### COORDINATING AND SHARING OF INFORMATION

- 4.1 Tentative District Educational Facilities Plan: Commencing June, 2003 and annually thereafter, the Superintendent shall submit to the County and to each Municipality the tentative District Educational Facilities Plan (hereinafter referred to as the "Tentative Plan") no later than 14 days prior to the anticipated hearing date by the School Board. Upon providing the Tentative Plan to local governments and giving proper notice to the public and opportunity for public comment, the School Board may amend the Tentative Plan to revise the priority of projects, to add, or delete projects, to reflect the impact of change orders, or to reflect the approval of new revenue sources which may become available. The Tentative Plan will be consistent with the requirements of Section 1013.35 Florida Statutes, and include, an inventory of existing school facilities, projected five-year student enrollment projections apportioned by school and geographic area, Florida Inventory of School Housing for each school as approved by the Department of Education, the number of portables in use at each school, the number of portables projected to be in use at each school, five-year capital improvements for pertinent schools, planned new schools, general locations of new schools for the five, ten, and twenty-year time periods, the School District unmet needs and options to reduce the need for additional permanent student stations. The Tentative Plan will also include a financially feasible district facilities work program for a five year period. The County and Municipalities shall review the Tentative Plan and send written comments to the Superintendent within 30 days from receipt of the draft Tentative Plan, on the consistency of the Tentative Plan with the local comprehensive plan, and whether a comprehensive plan amendment will be necessary for any proposed educational facility for consideration prior to the final adoption hearing.
- 4.2 Information regarding schools scheduled for renovations shall be provided in the tentative District Educational Plan.
- 4.3 Educational Plant Survey: At least one year prior to preparation of the Educational Plant Survey which is updated every five (5) years, the Staff Working Group established in Subsection 2.1 will assist the Superintendent in preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the applicable land use plan.
- 4.4 Growth and Development Trends: Commencing September, 2003 and annually thereafter, the County in conjunction with the Municipalities will use their respective best efforts to provide the Superintendent with a report on growth and development trends within their jurisdiction. This report may be in tabular and/or graphic, and textual formats and include, but not be limited to the following information, if available:
- (a) The total number of ongoing and remaining residential development units, plat name and number, subdivision name, type and number of bedrooms;
  - (b) The total number of certificate of occupancy (CO's) issued to date for each ongoing or remaining residential development units by plat name and number, subdivision name, type and number of bedrooms;
  - (c) The projected phasing of the CO's issued for each ongoing or remaining residential development units for the remaining portion of the year, and by year for the next five years by plat name and number, subdivision name, type and number of bedroom;
  - (d) The projected development or potential redevelopment of vacant or other developed land;
  - (e) Residential properties undergoing plat review by plat name and number;
  - (f) Information regarding the conversion or redevelopment of housing or other structures into residential units likely to generate new students; and
  - (g) The identification of any development order(s) issued which contain a requirement for the provision of a school site as a condition of development approval.

- 4.5 No later than the 15<sup>th</sup> of each month, the County will provide by correspondence to the Superintendent, the list of all residential plat(s) granted approval by the Broward County Commission during that preceding month. At a minimum, the information shall contain the plat name, plat number, residential type and number of units. If no plat was approved during the month, the County will send correspondence indicating so.
- 4.6 No later than 15 days after the approval of any land use plan amendment(s), the County will provide by correspondence to the Superintendent, the list of land use plan amendment(s) adopted by the Broward County Commission. At a minimum, the information shall contain the amendment number, residential type and number of residential units if applicable. If no land use plan amendment was adopted during the month, the County will send correspondence indicating so.

## **ARTICLE V**

### **SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES**

- 5.1 School Board staff will review potential sites for new schools and proposals for potential closure of existing schools and significant renovations consistent with School Board Policy 5000, as may be amended from time to time. The recommendations will be included in the District Educational Facilities Plan.
- 5.2 When the need for a new school is identified in the District Educational Facilities Plan, the Superintendent's Site Review Committee (hereinafter referred to as the "Site Review Committee") will consider a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the District Educational Facilities Plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility and other relevant issues. Based on the information gathered during this review for new schools the Site Review Committee will make a recommendation to the Superintendent of one or more sites in order of preference. For those purposes specified in this Article V, the School Board shall amend School Board Policy 7000 to provide for the membership of the Site Review Committee referenced therein. It shall identify the members and how they shall be appointed. In addition to the current representatives from the South Florida Regional Planning Council and Broward County, the Site Review Committee shall include at least one (1) member who shall be appointed by the Municipalities (additional members may be appointed at the Superintendent's discretion) and at least one (1) "floating member" designated by the city manager or administrator of the affected local governments in which the new school facility may be located. For the purposes of this subsection, a floating member from the affected local governments shall be defined as the local government jurisdiction in which the proposed school facility will be located, or significant renovations or school closures may occur.
- 5.3 In addition to existing criteria utilized by the Site Review Committee and in conformance to pertinent School Board Policy (as may be amended from time to time) regarding the selection of new school sites and school closures, the Superintendent will coordinate information regarding site plans for proposed new schools with the affected local governments in accordance with Sections 1013.33, 1013.36 and other applicable portions of Section 1013, Florida Statutes.
- 5.4 Pursuant to Section 1013.33 (11), Florida Statutes, at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the Superintendent shall provide written notice to the local government with jurisdiction over the use of the land. The local



government, upon receipt of this notice, shall notify the Superintendent within 45 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to Section 1013.33(12), Florida Statutes.

## **ARTICLE VI**

### **SUPPORTING INFRASTRUCTURE**

- 6.1 In conjunction with the preliminary consistency determination described at Subsection 5.4 of this Agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement, or amend a current agreement, if applicable, to be consistent with this Agreement as to the timing, location, and the party or parties responsible for funding, constructing, operating and maintaining the required improvements.

## **ARTICLE VII**

### **LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS**

- 7.1 To the extent required by Section 163.3174, Florida Statutes, as may be amended from time to time, the School Board shall appoint a School District staff member(s) to be its representative on the County and each respective Municipality's local planning agency. Notification of the staff member's name, title and address shall be submitted in a timely manner to the applicable local planning agency.
- 7.2 To the extent required by Section 163.3174, Florida Statutes, as may be amended from time to time, the County, or Municipalities will include the representative appointed by the School Board to serve on its local planning agency, or equivalent agency and the representative will have the opportunity to attend those meetings at which the agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density for the property that is the subject of the application. When available, the School Board representative shall attend and participate in local planning agency meetings at which residential density could increase. The County or Municipalities may at its discretion grant voting status to the School Board representative.
- 7.3 As a part of its development review process, the County and Municipalities agree to provide a copy of rezoning and comprehensive plan amendment applications that could increase residential density to the Superintendent. At a minimum, the information provided shall include the name of the applicant, current and proposed use, existing permitted and proposed and type of units, acreage, general location map and section, township and range and the anticipated date the local planning agency may consider this item if such date is determined at the time the information is provided. The County or Municipalities shall provide the deadline for receiving comments from the Superintendent, however, the time provided to the Superintendent for submitting such comments shall be no less than twenty-one (21) days and no greater than thirty (30) days from the date the information is provided to the Superintendent. If no deadline is provided together with the information, then the Superintendent shall provide comments no later than thirty (30) days after receipt of the information. Further, the County or Municipalities will notify in writing to the Superintendent when the application receives final approval from the governing body.
- 7.4 The School Board shall continue to participate in the Broward County land use plan amendment review process through its Broward County Planning Council appointed member.
- 7.5 The School Board shall continue to participate through staff review in the Broward County plat, site plan, vacation petition and other pertinent development applications review process and participate as necessary on other growth management issues.
- 7.6 The County and the Municipalities agree to notify the Superintendent of proposed land use applications, amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and other residential or mixed-use development projects with a

residential component pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice shall be provided to the Superintendent at the same time as notice is provided to the public for the applications under the provisions of the County Code or City Ordinances.

- 7.7 The written comments provided by the Superintendent to the County and Municipalities regarding rezoning, comprehensive plan amendments, plats, and other residential or mixed use projects with a residential component will advise the local government of the student impacts anticipated to result from the development proposal, the capacity status of the schools(s) and the planned capacity improvement(s) and alternatives available. School capacity will be reported consistent with Department of Education, Florida Inventory of School Houses.
- 7.8 If sufficient capacity is not available or anticipated in the District Educational Facilities Plan to serve the development the School Board, local government, and developer may use their best efforts to collaboratively develop options that aim to provide the capacity to accommodate new students.
- 7.9 In reviewing and approving comprehensive plan amendments and rezonings the County and Municipalities may consider the following issues consistent with applicable governmental codes and comprehensive plans in addition to such other criteria as may be applicable or appropriate:
- (a) School Board comments provided pursuant to Chapters 163 and 1013, Florida Statutes which may include, but not be limited to:
    - (i) Available school capacity or planned improvements to increase school capacity;
    - (ii) The provision of school sites and facilities within planned neighborhoods;
    - (iii) Compatibility of land uses adjacent to existing schools and reserved school sites;
    - (iv) The collocation of parks, recreation and neighborhood facilities with school sites;
    - (v) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
    - (vi) Traffic circulation plans which serve schools and the surrounding neighborhood;
    - (vii) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools;
    - (viii) The inclusion of school bus stops and turnarounds; and
    - (ix) The installation of appropriate buffers such as, but not limited to, a solid fence or concrete wall, solid hedges or increased setbacks that will ensure compatibility with the adjacent school for any new development that will be located adjacent to an existing school or an identified future school.
- 7.10 In formulating community development plans and programs that may affect public school facilities, the County and Municipalities will provide notice to the Superintendent concerning any workshop or regular meetings which relate to such community development plans and programs and will invite the Superintendent's submission of comments and participation at such meetings.

## **ARTICLE VIII**

### **COLLOCATION AND SHARED USE**

- 8.1 Collocation and shared use of facilities are important to both the School Board and local governments. In accordance with pertinent School Board growth management policy, the School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, collocation and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing

new, or renovating existing, community facilities. For example, opportunities for collocation and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, collocation and shared use of school and governmental facilities for health care and social services will be considered.

- 8.2 A separate agreement will be developed for each instance of collocation and shared use which addresses, but is not limited to, legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use once constructed.

## **ARTICLE IX RESOLUTION OF DISPUTES**

- 9.1 If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in the following manner:
- (a) First, the disputing parties will meet together through their respective county or municipal manager or administrator and the Superintendent or their respective designee;
  - (b) If the disputing parties are still unable to resolve the dispute, the disputing parties agree to further attempt to resolve the dispute in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes or such other processes deemed mutually agreeable and appropriate by the parties involved.

## **ARTICLE X OVERSIGHT PROCESS**

- 10.1 The School Board, the County and the Municipalities shall each appoint up to five members to serve on a fifteen (15) member committee to monitor the implementation of this Agreement. Committee members shall be notified in writing and advised of the meetings referenced in Article II and shall receive copies of all pertinent reports and documents produced pursuant to this Agreement. The Superintendent shall organize and staff the meetings of this Committee, utilizing the Staff Working Group for assistance as needed. The Committee shall appoint a chairperson, meet at least annually and report to participating local governments, the School Board, the County and the general public on the effectiveness with which this Agreement is being implemented. The Chairperson of the Committee shall preside over the meeting and within 30 days generate a report regarding successes and failures regarding implementation of the interlocal agreement during the preceding calendar year. The Committee meeting regarding review of the interlocal agreement shall be conducted as a public meeting advertised to provide opportunity for public participation.

- 10.2 For purposes of selecting the five appointed Municipal members, the Municipalities will appoint the five representatives through a process deemed mutually agreeable and appropriate by those Municipalities who are a party to this Agreement.

## **ARTICLE XI EFFECTIVE DATE AND TERM**

- 11.1 This Agreement shall become effective upon the signatures of the School Board and the County and shall remain in full force and effect for a period of five (5) years from the effective date. The joinder by each Municipality shall make the agreement effective as to that respective Municipality. This Agreement may be earlier cancelled by mutual agreement of the School Board, or the County or the respective Municipalities, unless otherwise cancelled as provided or allowed by law.
- 11.2 This Agreement may be extended upon the mutual consent of the parties to this Agreement for one additional five (5) year term, conditioned upon the same terms and conditions as contained herein, provided that the party seeking an extension provides written notice to the other parties of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other parties agree in writing to such extension. The one additional five year extension term shall be valid only to those parties who consented in writing thereto, and shall not be conditioned upon the consent of all original parties hereto.

## **ARTICLE XII MISCELLANEOUS**

- 12.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all other agreements concerning the subject matter contained herein. Any amendments to this Agreement shall be in writing and executed by each respective party. Notwithstanding the foregoing, the parties hereto agree and acknowledge that this Agreement is not intended to usurp or modify the authority, rights, or obligations of the School Board, County or Municipalities as such may be provided elsewhere by law.
- 12.2 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, unlawful, void or unenforceable with respect to any party hereto, the remainder of this Agreement or the application of such provisions to a party other than those to whom is held invalid, illegal, unlawful, void or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law as if such invalid, illegal unlawful, unenforceable or void provision had never been included herein.
- 12.3 Notices. All notices or other communications (other than notices for meetings as provided for elsewhere in this Agreement) which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail addressed to the parties at their respective addresses as specified in Exhibit "A", attached hereto and made a part hereof. Any party may from time to time designate any other address for this purpose by written notice to the parties hereto. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.
- 12.4 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

- 12.5 Headings. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only for convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 12.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 12.7 Supplementary Agreements. All parties to this Agreement stipulate that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances. Any such Supplementary Agreement shall not be inconsistent with this Agreement.
- 12.8 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 12.9 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 12.10 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 12.11 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 12.12 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 12.13 Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed on the respective dates under each signature by and on behalf of Broward County, each of the respective Municipalities and the School Board of Broward County, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

[REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE  
PAGES FOLLOW.]

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By \_\_\_\_\_  
Lois Wexler, School Board Chair

\_\_\_\_\_  
Witness as to all Signatories  
Print Name \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Franklin L. Till, Superintendent of  
Schools

\_\_\_\_\_  
Witness as to all Signatories  
Print Name \_\_\_\_\_

(CORPORATE SEAL)

State of Florida, Broward County

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2003

Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Approved as to form: \_\_\_\_\_  
Edward J. Marko, School Board Attorney

**BROWARD COUNTY** through its Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2003.

ATTEST:

BROWARD COUNTY, by and through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward  
County Board of County Commissioners

By: \_\_\_\_\_  
Diana Wasserman Rubin, Mayor

\_\_\_\_\_ Day of \_\_\_\_\_, 2003.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
Assistant County Attorney



**TOWN OF DAVIE** through its Mayor, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2003.

TOWN OF DAVIE, FLORIDA

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor/Councilmember

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Town Administrator

By: \_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney



